

Contract no. 1053

A G R E E M E N T

Between

THE BOROUGH OF DEMAREST

and

**THE POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL 233 (DEMAREST UNIT)**

January 1, 1990 through December 31, 1991

LAW OFFICES:

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A G R E E M E N T

0.00 THIS AGREEMENT, made this 19TH day of November, 1990, by and between the BOROUGH OF DEMAREST, a body politic and corporate of the State of New Jersey, hereinafter referred to as "The Borough," and THE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL 233 (DEMAREST UNIT), hereinafter referred to as the "PBA".

0.01 WHEREAS, the Borough and the PBA recognize that it will be to the benefit of both to promote mutual understanding and foster a harmonious relationship between the parties to the end that continuous and efficient service will be rendered to and by both parties.

0.02 NOW, THEREFORE, it is agreed as follows:

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1.00 EMPLOYEE'S BASIC RIGHTS

1.01 Pursuant to Chapter 303, Public Laws, 1968, the Borough hereby agrees that every Police Officer shall have the right freely to organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Police Officer in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any Police Officer with respect to hours, wages or any terms or conditions of employment by reason of his membership in the PBA and its affiliates, collective negotiations with the Borough, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

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2.00 ASSOCIATION RECOGNITION

2.01 The Borough recognizes PBA Local 233 (Demarest Unit) as the exclusive representative for the purpose of collective negotiation with respect to all negotiable items of employment of all Employees employed by the Police Department, Borough of Demarest, Bergen County, New Jersey, but excluding the Chief of Police, all office clerical employees, professional employees, craft employees, managerial executives and supervisors within the meaning of the New Jersey Employer-Employee Relations Act of 1968.

2.02 No Employee shall be compelled to join the Association but shall have the option to voluntarily join said Association.

2.03 The term "Police Officer" as used herein shall be defined to include the plural as well as the singular, and to include females as well as males.

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3.00 EXCLUSIVITY OF ASSOCIATION REPRESENTATION

3.01 The Borough agrees that it will not enter into any contract or memorandum of agreement with any one but the recognized Association (PBA Local 233, Demarest Unit) with regard to the categories of personnel covered by the said memorandum of agreement during the term of this Agreement.

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EXISTING LAW

4.01 The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

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5.00 ASSOCIATION REPRESENTATIVES

5.01 The Borough recognizes the right of the Association to designate one (1) representative and one (1) alternate for the enforcement of this Agreement. The Association shall furnish the Borough in writing the names of the representatives and the alternate and notify the Borough of any changes.

5.02 The authority of the representative and alternate so designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Association or its Officers.

5.03 The designated Association representative shall be permitted time during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on contract negotiations with Borough officials. Such time shall be with pay only when such activity occurs during the

representative's working hours; however, no compensation shall be paid for such negotiation during non-working hours.

5.04 The Association representative shall be the sole agent of the Employees to initiate grievances.

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6.00 MAINTENANCE OF WORK OPERATIONS

6.01 The parties agree that there shall be no lockouts, strikes, work stoppages, job actions, or slowdowns during the life of this Agreement. No Officer or representative of the Association shall authorize, instigate or condone such activity.

6.02 It is understood that violation of the provisions of this Article may subject any Employee participating in or condoning such activity to disciplinary action by the Borough. Such disciplinary action may include termination of employment, or any other appropriate lesser form of discipline, or any other remedy available under the laws of the State of New Jersey.

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7.00 PRESERVATION OF RIGHTS

7.01 The Borough of Demarest hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (A) To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its Employees;
- (B) To hire all Employees, and subject to the provisions of law, to layoff or furlough, to determine their qualifications and conditions for continued employment of assignment and to promote and transfer Employees;
- (C) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause to law.

7.02 Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40 and 40A, or any other National, State, County or other applicable laws.

7.03 The Borough of Demarest agrees that all benefits, terms and conditions of employment relating to the status of Borough of Demarest Police Officers, which benefits, terms and conditions of employment are not specifically set forth in this

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Agreement. shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

7.04 Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations and conditions of employment applicable to any Police Officer or to the Borough pursuant to any rules, regulations, instruction, directive, memorandum, statute or otherwise shall not be limited, restricted, impaired, removed or abolished.

7.05 The parties agree that during the term of this Agreement, they shall meet periodically in good faith and attempt to resolve such additional issues as may arise. Failure to meet pursuant to this clause shall not be cause for a grievance.

7.06 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed-upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor of the Borough of Demarest or his designee. Said agreement shall be memorialized in the same form as this Agreement.

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8.00 BILL OF RIGHTS

8.01 All Employees shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights for Police Officers and Detectives in said Classifications of the Borough of Demarest Police Department," and which provides as follows:

8.02 The Police Department has established the following procedures to govern the conduct and control of investigations.

8.03 The wide-ranging powers and duties given to the Department and its members involve them in all manner of contracts and relationships with the public. Out of these contacts come many questions concerning the actions of Employees. These questions often require immediate investigation by the Chief of Police or his designee. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

(A) The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime.

(B) The interrogations shall take place at a location designated by the investigating

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Officer. Usually, it will be at the Demarest Police Headquarters.

(C) The Employee shall be informed of the rank, name and command of the Officer in charge of the investigation, as well as the rank, name and command of the interrogating Officer and of all persons present during the interrogation, and shall be advised of his right to an adjournment in order to have his counsel and/or Association representative present.

(D) The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The addresses of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the Employee of the allegation should be provided. If it is known that an Employee being interrogated is the target of a criminal investigation or a witness only, he should be so informed at the initial contact.

(E) The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

(F) The Employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

(G) The complete interrogation of the Employee shall be recorded mechanically or by a Department stenographer. All recesses called during the questioning shall be recorded. The Employee or his counsel shall be entitled to a transcript of such stenographic record within a reasonable time after such interrogation, at the Employee's own cost for either transcription or reproduction of a transcript as the case may be. This paragraph shall not apply with

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regard to minor violations or the routine day-to-day activities of the Department.

(H) If an Employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda Decision.

(I) Except as provided in (H) immediately preceding, the law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an Employee to consult with counsel or anyone else when questioned by a Superior Officer about his employment or matters relevant to his continuing fitness for Police service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for an Employee, if he so requests, to consult with counsel and/or with a representative of the Association before being questioned concerning a serious violation of the Rules and Procedures provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of consultation past 10:00 A.M. of the day following the notification of interrogation. The Employee shall have the right to have his counsel and/or Association representative present to assist him during the interrogation.

(J) No employee in the bargaining unit may be subjected to blood screening or urinalysis, except, (1) where the Borough possesses reasonable suspicion to conclude that the employee has used an illegal or controlled substance and the test is administered within a period of time where the Borough can reasonably expect that the test will indicate such use or (2) as part of a bona fide annual physical examination for the entire police department.

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9.00 DATA FOR FUTURE BARGAINING

9.01 The Borough agrees to make available to the Association all relevant data the Association may require to bargain collectively.

9.02 The relevant data noted above shall include but shall not be limited to such items as salaries and benefits enjoyed by other Borough personnel, the cost of various insurance and other programs, information concerning overtime worked by Police Officers, the total number of sick leave days utilized by Police Officers, the total number of IOD's, the total length of time lost as a result of IOD's and other data of a similar nature.

10.00

SALARIES

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10.01

The base annual salaries shall be set forth in Appendix "A".

10.02

The base annual salary together with all other economic benefits for 1990 and any monies due Employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

10.03

The base annual salaries as shown for Detectives, Sergeants, Lieutenants and Captains shall be payable to said Employees immediately on promotion to said ranks.

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11.00

WORK DAY, WORK WEEK AND OVERTIME

11.01 The normal work day shall be eight (8) hours which shall include within the eight (8) hour span, forty-five (45) minutes of paid meal time per day, and in addition thereto two (2) coffee breaks of fifteen (15) minutes each. The Borough shall establish and post an annual schedule: said schedule not to exceed one thousand nine hundred seventy-six (1,976) hours per year per man. The annual schedule shall be posted no later than April 1 every year. If a shift or tour change is made from the posted annual schedule, the Officer so changed shall be paid time and one-half ($1\frac{1}{2}$) for those shifts or tours outside of the posted annual schedule. In the event a ninth Police Officer is employed, said Officer shall be a "floater" not subject to the overtime provisions of Section 3 above nor shall he be included in the posted annual schedule. He may be utilized as the Chief deems necessary and does not have to be put in the normal rotation. All other contract provisions shall be applicable to this ninth man and he shall receive overtime for work in excess of eight (8) hours per day or one thousand nine hundred seventy-six (1,976) hours per year.

11.02 Work in excess of the Employee's basic work week or tour for a day is overtime. Overtime shall be paid as paid

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overtime compensation [time and one-half (1½)] or compensatory time.

11.03 Compensatory time shall be computed at the rate of time and one-half (1½). The Employees shall have the discretion as to whether overtime shall be paid overtime compensation or compensatory time and shall exercise such discretion either immediately before working such overtime or immediately after completing the working of such overtime and notify the Chief of Police in writing of his decision.

11.04 Any Employee may accumulate no more than sixty-four (64) hours of overtime to be banked as compensatory time which is equivalent to ninety-six (96) hours at straight time. For all hours in excess of sixty-four (64) hours of overtime pay, the Employee shall receive only paid overtime compensation.

11.05 If the member chooses paid overtime compensation, that choice once made, may not be altered. If the member chooses compensatory time, that choice may be altered at the sole option of the Employee under the following conditions:

- (A) The request for the conversion is made in the calendar year during which the compensatory time was earned.

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(B) The request for conversion must be received by the commanding Officer no later than the day following the normal pay day to insure inclusion within the next two (2) pay periods.

11.06 It is agreed and understood that during all meal periods and coffee breaks arising under this Section that all Employees will be available to respond to any call for emergency or other contingency.

11.07 Any compensatory time not utilized by the Employee during the calendar year shall be paid to him pursuant to the paid overtime compensation provision of this Agreement.

11.08 There shall be a minimum of sixteen (16) hours of time off between shifts of work. Any violation of this "sixteen hour rule" shall result in overtime compensation (time & one half) of all time which violates the sixteen (16) hour minimum. The person regularly designated as the "floater" on the annual police department work chart shall not be covered by this "sixteen hour rule". Employees covered by this agreement shall not be eligible for overtime payment where an employee creates a sixteen hour rule violation by a swap of shifts done on a voluntary basis with another employee.

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12.00

MILEAGE ALLOWANCE

12.01 Whenever an Employee covered by this Agreement uses his own vehicle on Borough business or in connection with his Police work, he shall receive Seventeen (\$.17) Cents per mile for such use provided said Employee receives prior written approval by the Chief of Police or his designee to use his own vehicle.

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13.00

HOURLY RATE

13.01 To compute the hourly rate of a Police Officer, his yearly base salary shall be divided by two thousand eighty (2,080) hours. This shall be the basis for computing overtime. This Section shall not apply to Sergeants, Lieutenants and Captains who are not on a rotating shift.

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14.00

JOB DESCRIPTIONS

14.01 The parties agree to meet during the term of this Agreement to discuss development of Police job descriptions. The parties shall try to accurately describe the job duties and responsibility of each position in the Demarest Police Department and develop a set of rules and regulations to cover the Demarest Police Department; until such time prior practices shall control.

15.00

COURT TIME

15.01 Court time, as referred to in this Article, shall consist of all time, excluding regular tours of duty, during which any Employee covered under this Agreement shall be required to attend a Municipal Court, County Court, Superior Court, Grand Jury proceeding or other courts or administrative bodies.

15.02 All such required Court time shall be considered as overtime and shall be compensated at time and one-half (1½). Notwithstanding the foregoing, Sergeants, Lieutenants and Captains who are not on a rotating schedule shall be compensated at a flat rate of Twenty-Five (\$25.00) Dollars per Municipal Court appearance in the Borough of Demarest.

15.03 When an Employee covered under this Agreement shall be required to travel to and from any of the Courts or administrative bodies as noted in this Article, such travel time shall be considered and included in the computation of the amount of overtime to which the Employee is entitled, provided, however, that such travel time shall be computed between the Borough of Demarest and the pertinent Court or administrative body, except that there shall be no overtime computation, or payment for travel time when the pertinent Court or

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administrative body is within five (5) miles of the Borough of Demarest.

15.04 The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required in the Court or administrative body, together with any applicable travel time to and from the Borough of Demarest, provided, however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours overtime pay.

16.00

RECALL

16.01 Any Employee who is called back to work after having completed his regularly scheduled shift shall be compensated at time and one-half ($1\frac{1}{2}$) the straight time rate of pay with a minimum guarantee of two (2) hours work or pay in lieu thereof.

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17.00

PRIORITY FOR OVERTIME

17.01 Overtime for regularly scheduled shifts and details will be offered to regular full time Employees of the Department in an order of preference based upon a rotating seniority roster. All regular full time Police Officers who are on a rotating shift shall be eligible for overtime. There may be certain situations in which the Department, because of special skills or other attributes of a particular Officer, determines that it is in the best interests of the Borough to bypass an Employee or Employees on the seniority list. While this Agreement contemplates such possibilities, it is agreed and understood that such bypassed Employee or Employees must become next on the list for the purpose of the overtime roster. The purpose of this clause is to equalize overtime Employees but shall not limit the Employer's right to hire others.

18.00

SHIFT CHANGES

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18.01 The Borough agrees that it will not
indiscriminately adjust shifts or tours solely for the purpose
of avoiding overtime payment to Employees covered by this
Agreement.

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19.00

LONGEVITY

19.01 Each Employee shall be entitled to a longevity payment of one (1%) percent of his base salary for every three (3) years of employment with the Borough. The said payments shall be paid on a weekly basis to the Employees entitled to same and folded in for pension purposes.

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20.00

UNIFORMS

20.01 Each new Employee shall receive from the Borough the sum of Four Hundred Seventy-Five (\$475.00) Dollars as a clothing allowance at the end of his probationary period if he is continued in the Department and submits a clothing voucher. Thereafter, the Borough will pay each Employee during the term of this Agreement, the sum of Four Hundred Seventy-Five (\$475.00) Dollars as a clothing allowance.

20.02 This payment shall be made to plainclothed, as well as uniformed Employees.

20.03. If the Borough decides to change the uniform or any part thereof, it shall provide, free of charge, any such changed items. Utilization of this clause shall not diminish the clothing allowance set forth in this Agreement.

20.04 A Police Officer's uniform or personal equipment which is necessary for his use to serve in his capacity as a Police Officer which may be damaged during the course of his employment, shall be replaced at the expense of the Borough, except where such damage is caused by the negligence of the Employee. Any such payments made under this Article shall be in addition to the Police Officer's annual clothing allowance

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otherwise referred to in this Agreement.

20.05 Officers under this clause shall be paid Two Hundred Thirty-Seven Dollars and Fifty Cents (\$237.50) on May 1st and an additional Two Hundred Thirty-Seven Dollars and Fifty Cents (\$237.50) on October 1st of each year.

20.06 Officers under this clause shall be paid One Hundred (\$100.00) Dollars as uniform maintenance annually. This payment shall be made in the month of January.

21.00

EDUCATION INCENTIVE

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21.01

The Borough of Demarest will compensate the Officers and members for successfully completed college credits at the rate of Twenty-Two (\$22.00) Dollars per credit for a maximum of nine (9) per semester. Said credits must be in courses approved in advance by the Department of Public Safety Committee and must be in Police Science or related fields. Degree status conferred by a recognized college granted to a member of the Department such as an Associated AAS or Bachelor Degree will, upon proof of degree, increase that Officer's annual salary by Two Hundred Fifty (\$250.00) Dollars.

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22.00

POLICE VEHICLE EQUIPMENT

22.01 All present "police package" and safety equipment on the patrol cars shall be maintained at not less than the present standard. In addition, the following equipment shall be ordered and made standard equipment on the patrol cars as soon as is reasonably possible:

- (A) Approved safety cages
- (B) Radio scanners
- (C) One twelve (12) gauge pump action shotgun in each patrol car.

23.00

WORK IN HIGHER RANK

23.01 When an Employee works in a higher rank for sixty (60) consecutive days or more, thereafter he shall receive the pay of that higher rank in which he is working, and the Borough shall not defeat the intent of this clause by shifting two (2) or more Employees to cover the higher rank in question. This clause shall not apply in cases of vacancies due to vacations. Upon return to prior rank, pay will revert to prior salary.

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24.00 VACATIONS

24.01 The vacation allowance shall be as set forth in this Agreement in Appendix "B".

24.02 When in any calendar year, the vacation or any part thereof is not granted by reason of pressure of municipal business, such vacation periods not granted shall accumulate and shall be granted during the next succeeding year only.

24.03 If an Employee becomes ill or is injured before leaving for a scheduled vacation, the Employee's vacation may be rescheduled.

24.04 No Employee who is on vacation shall be recalled except in a case of the full mobilization of the Department by the Chief of Police to meet a clear and present danger confronting the Borough.

24.05 Vacations may be taken in four (4) hour segments. However, when fragmenting vacations, not over five (5) days of vacation may be taken on fragmentation basis except with the approval of the Chief of Police.

24.06 When a holiday falls during a vacation period

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and the Employee has been paid for the holiday, the Employee shall not be entitled to any additional remuneration. In other words, an Employee should not lose his holiday pay if he is on vacation during a holiday, but he should not receive additional vacation day if he has already been paid for the holiday.

24.07 All vacations shall be selected on a strict rotating seniority basis; such selection shall be with the approval of the Chief of Police, which approval shall not be unreasonably withheld. Once an Employee selects two (2) or more consecutive days of vacation under this clause, the next senior man shall make his selection, and so on, until the seniority list is exhausted, at which time the process shall be continued.

24.08 Vacations should generally be scheduled during the year for the period most acceptable to the Employee provided such arrangements are consistent with work requirements and conform to vacation eligibility provisions.

24.09 Upon termination of employment, on or after July 1st in any calendar year, an Employee [or his estate in the event of death] will receive pay in lieu of any untaken vacation for which he is or was eligible, provided that in the case of resignation, the Employee shall have given two (2)

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weeks' notice. [If the Employee is a supervisor, one (1) month's notice is required.]

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25.00 HOLIDAYS

25.01 All Police Officers will be entitled to and will receive thirteen (13) paid holidays per year.

25.02 The holidays noted herein shall be as set forth in Appendix "C".

25.03 In addition to the annual salary set forth in this Agreement, each Employee shall be paid an additional day's pay for each holiday enumerated in this Agreement.

25.04 To the extent possible, the choice of which holidays each Employee shall be off duty shall be determined by a rotating seniority schedule which shall be administered in the same fashion as the vacation roster. For the purpose of this clause, the senior Employee shall select one (1) as his first choice of a holiday and so on until the process has been completed. All Officers and members of the Police Department shall be paid for thirteen (13) legal holidays, payable upon presentation of a duly-executed voucher in June and December.

25.05 In addition to the regular paid holidays heretofore set forth, the Employees covered under this Agreement shall be entitled to such further paid holidays as

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may be declared from time to time by the Borough's governing body for other Borough employees, except employees of the Board of Education.

26.00

EQUIPMENT

26.01 All regular marked police vehicles purchased after the execution of this Agreement shall be a standard size vehicle with a standard police package.

26.02 The equipment of said vehicles shall include but not be limited to the following equipment: automatic transmission, power steering, power brakes, air conditioning, interior lighting package, automatic trunk release, roof rack with electronic siren and lights, oxygen, first aid kit and flares.

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SICK LEAVE

27.01 Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury or exposure to contagious disease.

27.02 To qualify for payment while absent on sick leave, each Employee who will be absent from duty on sick leave shall so notify the Chief of Police or the Officer in charge at least two (2) hours before the commencement of his scheduled tour of duty, except in emergency situations. Said notice shall state the nature of the cause of the absence from duty. An Employee who is absent without such notification shall be charged with an unpaid day for each day absent and will be subject to appropriate disciplinary action.

27.03 An Employee absent on sick leave shall submit acceptable medical evidence substantiating the illness if reasonably requested by the Borough, at the Employee's cost and expense.

27.04 One-half (1/2) of a work day shall be the smallest unit to be considered in computing sick leave used.

27.05 During the period of disability, Employees

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covered by this Agreement shall be granted continuation of full salary, determined by length of continuous service.

27.06 Schedule of salary continuation:

<u>Continuous Service</u>	<u>Period of Continuation Of Full Salary</u>
Less than 6 Months	None
6 Months but Less than 2 Years	2 Weeks
2 Years but Less than 4 Years	4 Weeks
4 Years but Less than 6 Years	6 Weeks
6 Years but Less than 10 Years	10 Weeks
10 Years but Less than 15 Years	15 Weeks
15 Years but Less than 25 Years	25 Weeks
25 Years and Over	52 Weeks

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28.00

WORK INCURRED INJURY

28.01 Where an Employee covered under this Agreement suffers a work-connected injury or disability, the Borough shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

28.02 The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work, and the Mayor and Council may reasonably require the said Employee to present such certificates from time to time.

28.03 In the event the Employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Borough or by its insurance carrier, then, and in that event, the burden shall be on the Employee to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation establishing such further period of disability and such findings by the Division of

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Workers' Compensation or, by the final decision of the last reviewing Court shall be binding upon the parties.

28.04 For the purposes of this Article, injury incurred while the Employee is attending a Borough sanctioned training program shall be considered in the line of duty.

28.05 In the event a dispute arises to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Workers' Compensation Judgment, or, if there is an appeal therefrom, the final decision of the last reviewing Court.

28.06 An injury on duty requiring time off for treatment, recuperation or rehabilitation shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

29.00

PERSONAL LEAVE

29.01 After a full time Employee has twenty-four (24) consecutive months of employment with the Borough, the appropriate municipal official may grant up to three (3) days excused absence with pay, within any one (1) calendar year, upon the representation by the Employee of a reasonable need therefor.

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30.00

MATERNITY LEAVE

30.01 Female Police Officers shall advise the Employer of a pregnancy. The rights of a female Police Officer shall include but not be limited to the following provisions:

1. The female Police Officer shall be permitted to work her normal duties so long as such work is permitted by a doctor's note. The doctor shall be a physician of the female Police Officer's own choosing.
2. In addition to the other provisions of this Article, the female Police Officer shall be permitted to use accumulated sick time, compensatory time off and any other accumulated time benefits which she may have during the period of her pregnancy and the period following childbirth.
3. In addition an Employee with one (1) year or more of service shall be granted, on thirty (30) days notice, maternity leave without pay, for up to twelve (12) months duration and shall be returned to work without loss of seniority or benefits provided she notifies the Chief of Police no later than after six (6) months of leave that she intends

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to return.

4. The female Police Officer shall at all times be kept at full benefits and shall be considered as on active duty for all computation purposes.
5. Upon return to active duty status, the female Police Officer shall be placed in the same position which she held before departing for maternity status.

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31.00 BEREAVEMENT LEAVE

31.01 All permanent full time Employees covered by this Agreement shall be entitled to three (3) days' leave with pay upon the death of a member of his family, which shall include the Employee's in-laws, brothers, sisters and grandparents of Employee or spouse.

31.02 All permanent full time Employees covered by this Agreement shall be entitled to four (4) days' leave with pay upon the death of a member of the immediate family, which shall include a spouse, child or parent.

31.03 Such funeral leave shall not be charged against the Employee's vacation or sick leave.

31.04 Any extension of absence under this Article, however, may be at the Employee's option and with the consent of the Department Head, be charged against available vacation time or be taken without pay for a reasonable period.

31.05 In the case of unusual circumstance not specifically covered in this Article, funeral leave may be granted or extended at the discretion of the Chief of Police.

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32.00

LEAVE OF ABSENCE

32.01 All permanent full time Employees covered by this Agreement may be granted a leave of absence without pay for a period not to exceed thirty (30) days.

32.02 The Employee shall submit in writing all facts bearing on the request to the Chief of Police or his designated representative who shall append his recommendations and forward the request to the Borough Council. The Borough Council shall consider each case on its merits and without establishing a precedent. The Borough will not unreasonably deny an Employee's request for a leave of absence.

32.03 This leave is subject to renewal for reasons of personal illness, disability or other reasons deemed proper and approved by the Borough. Normally, it shall be granted only when the Employee has used his accumulated sick and vacation leave in the case of illness or his vacation leave, if leave without pay is requested for reasons other than illness.

32.04 At the expiration of such leave, the Employee shall be returned to the position from which he is on leave and will receive as of the date of his return all benefits he would have received had he not taken the leave.

gb

32.05 Seniority shall be retained and shall accumulate during all leaves.

33.00

MEDICAL COVERAGE

33.01 The Borough will provide and pay for Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance for Employees covered by this Agreement and their families of the same type and in the same amounts as presently exists.

33.02 Employees covered by this Agreement shall be covered by an Employee Dental Plan issued by the C.W. Bollinger Co., Insurance. Said Plan is known as and referred to as Dental Plan IV Policy No. GD 2173. The cost of such coverage shall be borne by the Borough of Demarest.

33.03 As a condition precedent to any change in insurance carrier or coverage, the Borough must provide the PBA with a ninety calendar day notice together with full copies of the proposed new coverage as well as the then current coverage, for comparison purposes.

JP

34.00

BULLETIN BOARD

34.01 The Borough will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

34.02 The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to Association business and activities or matters dealing with the welfare of Employees.

34.03 No matter may be posted without receiving permission of the officially designated Association representative. Any bulletins deemed detrimental to the operation of the Department may be rejected for posting by the Chief of Police. However, approval for posting shall not be unreasonably withheld.

35.00

CEREMONIAL ACTIVITIES

35.01 In the event a Police Officer in another Department is killed in the line of duty, the Borough will permit off-duty uniformed Police Officers of the Borough to participate in funeral service for the said deceased Officer.

35.02 Subject to the availability of same, the Borough may permit a Borough Police vehicle to be utilized by the members in the funeral service.

35.03 Police Officers participating in such funeral service shall not be entitled to any compensation during the time in which they are participating in said funeral service unless otherwise agreed to by the governing body.

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36.00

PERSONNEL FILES

36.01 A separate personal history file shall be established and maintained for each Employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Chief of Police.

36.02 Any member of the Police Department may by appointment review his personnel file. This appointment for review must be made through the Chief of Police or his designated representative.

36.03 Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy shall be made available to him, and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file.

36.04 All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.

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37.00

MILITARY LEAVE

37.01 Military leave for Employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

38.00

PENSION

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38.01 The Borough shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the statutes and laws of the State of New Jersey.

39.00

FURTHER NEGOTIATIONS

39.01 The parties agree that during the term of this Agreement, they shall meet periodically in a good faith attempt to resolve such additional issues as may arise.

39.02 If agreement is reached between the parties as to any such additional issues, then, and in that event, any such agreed upon language shall become part of this Agreement upon the execution of same, duly signed by the Association President and the Mayor of the Borough.

JB

40.00

GRIEVANCE PROCEDURE

40.01 To provide for the expeditious and mutually satisfactory settlement of any grievance arising with respect to complaints occurring under this Agreement, the following procedures shall be used. A grievance shall be defined as a dispute involving the interpretation, application or violation of policies, agreements, and/or administrative decisions affecting Employees hereunder.

40.02 Unrelated issues shall not be combined into a single grievance. Minor discipline matters resulting in three (3) days suspension or equivalent fine, are subject to the grievance procedure.

40.03 A grievance is defined by R.S. 34:13A et seq. must be brought to the attention of an Employee's supervisor, in writing, within five (5) calendar days of the inception thereof. Said supervisor shall respond thereto in writing to the Employee within five (5) calendar days after receipt.

40.04 Should further review be sought by the Employee, he shall submit the grievance in writing to the Chief of Police within five (5) calendar days of receipt of his supervisor's response under 39.03 above.

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40.05 The Chief of Police shall determine Departmental action on the grievance within five (5) calendar days of the receipt of the same under 39.04 by a writing submitted to the Employee and the PBA. In the case of a prolonged absence by the Chief of Police then the Police Commissioner shall act in place of the Chief as step in the grievance procedure.

40.06 Should further review be sought by the Employee, he shall submit in writing the grievance, within five (5) calendar days of the Chief's determination; to the Police Committee. The Police Committee shall give its determination in the subject matter within five (5) calendar days of the receipt of same in writing to the Employee and the PBA.

40.07 If the grievance is not settled through the preceding steps, the Employee and the PBA shall submit the grievance within five (5) calendar days of the Police Committee's determination to the Governing Body.

40.08 If the grievance is not settled through the preceding steps the grievant(s) may refer the matter to the Public Employment Relations Commission within thirty (30) calendar days after the determination of this proceeding. The Arbitrator shall be selected in accordance with the rules of the said Association, and the expense of the Arbitrator shall

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be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses, testimony or evidence for his presentation. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and has no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the Arbitrator shall be final and binding. It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the Mayor and Council. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure, provided same is reduced to writing and signed by the parties. A failure to respond at any step within the provided time limits shall be deemed a denial.

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41.00 INSURANCE

41.01 The Borough will defend, indemnify and/or insure all Employees covered under this Agreement, protecting them from suits arising out of the performance of their duties.

41.02 The clause shall cover any and all suits, including but not limited to, suits for personal injury, bodily injury, property damage or general damages.

41.03 The following definitions shall apply:

41.04 "Personal Injury" means false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, violation of property rights or deprivation of any rights, privileges, or immunities secured by the Constitution and laws of the United States of America, or Canada, for which law enforcement Officers may be held liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress. However, no act shall be deemed to be, or result in Personal Injury unless committed in the regular course of duty by the insured.

41.05 "Bodily Injury" means bodily injury, sickness or

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disease sustained by any person or persons accidentally caused by an act of the insured in making or attempting to make an arrest, or while otherwise acting within the scope of his duties as a law enforcement Officer.

41.06 "Property Damage" means damage to or destruction of property including loss of use thereof.

41.07 "Damages" includes damages for death and for care and loss of services resulting from bodily injury.

41.08 "Incident" includes the initial act or acts attributable to a specific alleged crime or complaint resulting in action by the insured, which crime or complaint can be fixed as to time and place, and any subsequent acts which directly relate to or arise out of the original crime or complaint.

41.09 "Named Insured" means the named political subdivision and the law enforcement agency of that subdivision.

41.10 As a condition precedent to any change in insurance carrier or coverage, the Borough must provide the PBA with a ninety calendar day notice together with full copies of the proposed new coverage as well as the then current coverage, for comparison purposes.

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42.00

SAVINGS CLAUSE

42.01 It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or application of such provision to other persons or circumstances shall not be affected thereby.

42.02 If any such provisions are rendered invalid, the Borough and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

JB

43.00

TERM AND RENEWAL

43.01 This Agreement shall have a term from January 1, 1990 through December 31, 1991. If the parties have not executed a successor agreement by December 31, 1991, then this Agreement shall continue in full force and effect until a successor agreement is executed.

43.02 Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

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44.00

ADDENDUM

44.01 Notwithstanding anything contained herein to the contrary, hourly overtime compensation at the rate of time and one-half ($1\frac{1}{2}$) shall only be available to Patrolmen and Superior Officers who are on a rotating schedule.

44.02 Notwithstanding anything contained herein to the contrary, this contract shall not be construed in any way to limit the Borough of Demarest in its use of special Police Officers as it has employed such Officers in the past.

JB

45.00 IN WITNESS WHEREOF, the parties have hereto entered their hands and seals this 19TH day of November, 1990.

BOROUGH OF DEMAREST

ATTEST:

Vicki LaMone
Borough Clerk

By:

MD Fusco

PBA LOCAL 233 (Demarest Unit)

By:

James Blower

By:

Michael D Belue

By:

Kenneth C. Griffin

(As to Local 233, PBA
Demarest Unit)

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APPENDIX "A"

SALARIES

<u>RANK</u>	Effective <u>01/01/90</u>	Effective <u>07/01/90</u>	Effective <u>01/01/91</u>	Effective <u>07/01/91</u>
Captain	\$45,230	\$47,491	\$49,866	\$51,860
Lieutenant	43,361	45,529	47,805	49,717
Sergeant	42,520	44,646	46,879	48,754
Patrolman:				
0-1 Year	21,691	22,776	23,915	24,871
Over One Yr.	25,989	27,288	28,652	29,798
Over Two Yrs.	28,877	30,320	31,836	33,110
Over Three Yrs.	33,208	34,869	36,612	38,077
Over Four Yrs.	40,282	42,296	44,411	46,188

Step changes shall be effective on the anniversary date of employment.

APPENDIX "B"

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VACATION

Six Months to One Year.....Five (5) Working Days

Over One Year.....Ten (10) Working Days

Over Five Years.....Fifteen (15) Working Days

Over Ten Years.....Twenty (20) Working Days

Fifteen Years and Over.....Twenty-Two (22) Working Days

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APPENDIX "C"

HOLIDAYS

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Election Day
11. Veteran's Day
12. Thanksgiving
13. Christmas Day

When a holiday falls on a Sunday, the following day will be observed as a holiday.